

**UNITED STATES DISTRICT COURT
DISTRICT OF MINNESOTA**

MidCountry Equipment Finance, a division
of MidCountry Bank, a federally chartered
savings bank organized and existing under
the laws of the United States of America,

Civil No. 17-1744 (DWF/BRT)

Plaintiff,

**ORDER FOR CLAIM
AND DELIVERY**

v.

Auto Trans Group, Inc. and Violet
Mihaylova,

Defendants.

The above-captioned matter came on for hearing before the Court on August 4, 2017, upon Plaintiff's motion seeking recovery of possession of Equipment after notice and hearing by motion pursuant to the provisions of Minn. Stat. §565.21, *et seq.* (Doc. No. [12]).¹

Joshua A. Hasko, Esq., appeared on behalf of Plaintiff. All other appearances were noted on the record.

Based upon all the files and records herein, together with the arguments of counsel,

¹ The Court noted at the hearing that Plaintiff seemed to deviate from the notice requirement set forth in Minnesota Statute § 565.23, subdivision 2. But the Court found that the combined information contained in the proposed order and in the notice of motion amounted to substantially the same information required in § 565.23 subdivision 2. Thus, the Court concluded that Plaintiff complied with Minnesota Statute § 565.23, subdivision 2.

IT IS HEREBY ORDERED that:

1. Defendant Auto Trans Group, Inc. (“Auto Trans”) shall immediately deliver to Plaintiff MidCountry Equipment Finance, a division of MidCountry Bank, a federally chartered savings bank organized and existing under the laws of the United States of America, (“MidCountry”), the following Equipment (the “Equipment”).

Delivery must occur within ten (10) days of the date of this Order.

<u>Qty</u>	<u>Description</u>
1	Wabash Arctic Lite Reefer Trailer, VIN#1JJV532B1HL005975 Reefer Serial #SAB91481718
1	Wabash Arctic Lite Reefer Trailer, VIN#1JJV532B3HL005976 Reefer Serial #SAB91481708
1	Wabash Arctic Lite Reefer Trailer, VIN#1JJV532B5HL005977 Reefer Serial #SAB91481699

2. The Equipment shall be delivered to a location designated by Plaintiff. Plaintiff is authorized to sell the Property at public or private sale. Net proceeds from the sale (after costs and expenses) shall be applied to the balance owed by Defendants to MidCountry.

3. If Auto Trans fails to deliver the Equipment to Plaintiff within the time allotted, the United States Marshal, or other law enforcement authority in the jurisdictions where said Equipment is located, shall take immediate possession of the Equipment to be delivered to Plaintiff and sold at public or private sale.

4. Auto Trans and its officers, agents, servants, employees including, but not limited to, Violet Mihaylova, and attorneys and all those persons in active concert or

participation with them who receive actual notice of this order by personal service or otherwise, shall not damage, conceal, waste, sell, lien, transfer, rent, dismantle or otherwise alter the condition of the Equipment, or load equipment of third parties into the Equipment.

5. Plaintiff is not required to post bond.

6. Pursuant to Minnesota Statute §§ 565.23 and 565.25, Defendants may retain or regain possession of the Equipment by filing a bond of \$225,000 with the Court. The bond amount represents 1.25 times the fair market value of the Equipment. Defendants may regain the Equipment on the condition that the Equipment shall be delivered to Plaintiff, if delivery be adjudged, and for the payment to Plaintiff of any sum adjudged against Defendants. Defendants have ten (10) days to file the bond.

7. If Defendants fail to comply with this Order, including delivery of the Equipment as set forth above, they shall personally appear before this Court on August 31, 2017, at 1:00 p.m., in Courtroom 7C, Warren E. Burger Federal Building and United States Courthouse, 316 North Robert Street, St. Paul, Minnesota, to show cause why an Order shall not be entered finding it in contempt for failure to deliver the Property.

Dated: August 4, 2017

s/Donovan W. Frank
DONOVAN W. FRANK
United States District Judge